

BEFORE  
THE PUBLIC SERVICE COMMISSION OF  
SOUTH CAROLINA  
DOCKET NO. 2018-97-T - ORDER NO. 2018-368

JUNE 12, 2018

IN RE: Application of Liberty Moves Charleston,	)	ORDER GRANTING
LLC for a Class E (Household Goods)	)	CLASS E CERTIFICATE
Certificate of Public Convenience and	)	
Necessity for Operation of Motor Vehicle	)	
Carrier	)	

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Liberty Moves Charleston, LLC (“Applicant”) for a Class E (Household Goods) Certificate of Public Convenience and Necessity. The Applicant seeks statewide authority to move household goods in South Carolina. Notice of this matter was timely published pursuant to 10 S.C. Code Ann. Regs. 103-817(C)(3)(a). No parties intervened, and a hearing on the Application was held on May 23, 2018, in the offices of the Commission.

The parties at the hearing included the Applicant, represented by Justine Tate, Esquire, and the Office of Regulatory Staff (“ORS”), represented by C. Lessie Hammonds, Esquire. The Applicant presented the testimony of Amanda Lee, co-owner of the Applicant. In addition, the Applicant offered the shipper witness deposition testimony of Anna Allen, a real estate agent.

ORS did not present testimony, but submitted a letter to the Commission on May 22, 2018, stating that ORS staff “is of the opinion that the Applicant will meet the

requirements of fit, willing and able as required of a Household Goods Mover under the provisions of 10 S.C. Code Ann. Regs. 103-133 (2012).”

For the Applicant, Ms. Lee testified about the Applicant’s knowledge and experience in the moving industry and stated that she was aware of and intended to comply with the Commission’s regulations concerning household goods movers. Additionally, Ms. Allen testified about the need for additional movers throughout the state.

The Commission finds the Application to be in order. Additionally, we conclude that the Applicant has demonstrated that it is fit, willing, and able to operate as a household goods mover pursuant to S.C. Code Ann. § 58-23-330 and 10 S.C. Code Ann. Regs. 103-133. Furthermore, we find that the public convenience and necessity is not already being served by an existing authorized service. Therefore, the Application of Liberty Moves Charleston, LLC should be granted.

IT IS THEREFORE ORDERED:

1. The Application of Liberty Moves Charleston, LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods throughout South Carolina.
2. The Final Tariff and Bill of Lading are approved and attached hereto as Order Appendix A.
3. The Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and by 10 S.C. Code Ann. Regs. 103-100 through 103-241 of the Commission’s Rules and Regulations for Motor Carriers, as amended, and 2 S.C.

Code Ann. Regs. 38-400 through 38-503 (Supp. 2014) of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

4. Upon compliance with S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and the applicable Regulations for Motor Carriers, S.C. Code Ann. Regs. Vol. 10 (1976), as amended, a Certificate shall be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

5. Prior to compliance with the above-referenced requirements and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.

6. Failure of the Applicant to either (1) complete the certification process by complying with the Office of Regulatory Staff requirements of causing to be filed with the Commission proof of appropriate insurance and an acceptable safety rating within ninety (90) days this Order or (2) to request and obtain from the Commission additional time to comply with the requirements stated above, will cause this Order granting the Application to be null and void, and the Application herein shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.

7. Pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014), the ORS is requested to furnish the name and docket number of the Applicant to the Commission, should the Applicant fail to meet the requirements of the present Order. After such notification, the Docket shall be closed.

This Order shall remain in full force and effect until further order of the Commission.

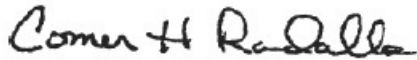
BY ORDER OF THE COMMISSION:



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Swain E. Whitfield, Chairman

ATTEST:



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Comer H. Randall, Vice Chairman

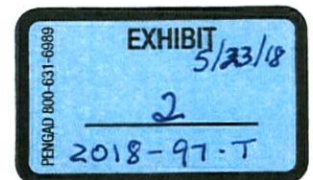
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Liberty Moves Charleston, LLC  
Tariff

South Carolina Household Goods

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**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO  
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE  
STATE OF SOUTH CAROLINA**



**Liberty Moves Charleston, LLC  
Tariff**

**South Carolina Household Goods**

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Liberty Moves Charleston, LLC  
Tariff

South Carolina Household Goods

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Liberty Moves Charleston, LLC. These services are furnished in the State of South Carolina.

**Liberty Moves Charleston, LLC  
Tariff**

**South Carolina Household Goods**

**SECTION 1**

**1.0 Transportation Charges**

Transportation Charges include the hourly rates as listed below.

**1.1 Hourly Rates and Charges**

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the LIBERTY MOVES CHARLESTON, LLC office location, and includes the movers estimate return time to the office location.

**Number of Movers**

**Hourly Rate**

Hourly rate per one mover, residential	\$99.00
Hourly rate per two movers, residential	\$149.00
Hourly rate per three movers, residential	\$189.00
Each Additional Man	\$40 per man/per hour

**1.2 Office Hours / Minimum Hourly Charges:**

LIBERTY MOVES CHARLESTON, LLC will operate Monday – Friday, 8:00 am – 8:00 pm and Saturday and Sunday from 8:00am – 4:00pm.

Monday- Friday	Three-Hour Minimum Charge
Saturday- Sunday	Three-Hour Minimum Charge
Recognized Federal Holidays	Three- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, LIBERTY MOVES CHARLESTON, LLC will charge the applicable minimum. Hourly rates are the same, seven days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.



## Liberty Moves Charleston, LLC Tariff

## South Carolina Household Goods

### SECTION 2

#### **2.0 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

##### **2.1 Bulky Article Charges (per item)**

- Floor Model Television (48" or above) - \$120
- Pool Tables- \$275
- Gun cabinet - \$90
- Steel Gun Cabinet (in excess of 400 lbs.) - \$150
- Hot Tubs, Whirlpools - \$250
- Riding Lawnmowers- \$120
- Freezers - \$90
- Flat Screen Televisions (41" or above) \$70.00
- Golf Carts \$150

##### **2.2 Elevator or Stair Carry**

LIBERTY MOVES CHARLESTON, LLC does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

##### **2.3 Excessive Distance or Long Carry Charges**

LIBERTY MOVES CHARLESTON, LLC does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

##### **2.4 Pick Up and Delivery**

LIBERTY MOVES CHARLESTON, LLC does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

## Liberty Moves Charleston, LLC Tariff

## South Carolina Household Goods

### 2.5 Packing and Unpacking

**2.5.1** LIBERTY MOVES CHARLESTON, LLC does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials, including sales tax on the materials.

**2.5.2** LIBERTY MOVES CHARLESTON, LLC is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. LIBERTY MOVES CHARLESTON, LLC reserves the right to decline any moves consisting of extremely large or fragile items.

### 2.6 Piano Charges

For moving an upright piano (48 inches or taller), alone or along with other household goods, there is a flat charge of \$90.00 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The three-hour minimum does apply when moving an upright piano alone.

For moving a baby grand piano (48 inches or taller), alone or along with other household goods, there is a flat charge of \$120.00 in addition to the appropriate hourly rate as set forth in Section 1.1 above. The three-hour minimum does apply when moving an upright piano alone.

### 2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

### 2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of LIBERTY MOVES CHARLESTON, LLC.

**Liberty Moves Charleston, LLC  
Tariff**

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**SECTION 3**

**3.0 RULES AND REGULATIONS**

**3.1 Claims**

- 3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2** Claimant must notify carrier of all claims for concealed damage within 30 days of the move. LIBERTY MOVES CHARLESTON, LLC must be given reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, LIBERTY MOVES CHARLESTON, LLC reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify LIBERTY MOVES CHARLESTON, LLC immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 96 hours of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Moving Services Agreement acknowledging this.

**3.2 Computing Charges**

LIBERTY MOVES CHARLESTON, LLC rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

**3.3 Governing Publications**

LIBERTY MOVES CHARLESTON, LLC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

**3.4 Items of Particular Value**

LIBERTY MOVES CHARLESTON, LLC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections,

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Tariff**

**South Carolina Household Goods**

articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. LIBERTY MOVES CHARLESTON, LLC will not accept responsibility for safe delivery of such articles if they come into LIBERTY MOVES CHARLESTON, LLC's possession with or without LIBERTY MOVES CHARLESTON, LLC's knowledge.

**3.5 Bill of Lading, Contract Terms, and Conditions**

Each customer will be provided with a copy of LIBERTY MOVES CHARLESTON, LLC's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

**3.6 Delays**

LIBERTY MOVES CHARLESTON, LLC shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.



Sec. 1 (a) The Carrier or party in possession of any of the property herein described ("Property") shall be liable as a common law for any loss thereof or damage thereto, except as herein provided.

(b) No Carrier or party in possession of all or any of the Property ("Carrier") shall be liable for any loss, damage or delay caused by act of God, public enemy, war, declared or undeclared, acts of public authority, quarantine, riots, strikes, perils of navigation, act of de fault of Shipper or owner, nature of Property or defect or inherent vice, occurrences in customs warehouse, or for any loss or damage to paintings, statuary, ornamental items, works of art, articles of unusual nature or value, photographs or pictures, antiques, dishes, glassware, musical instruments, vases, mirrors, marble or enamel pieces, lamps, lamp shades or other fragile articles, unless such loss or damage was caused by negligence of the Carrier, and the responsibility to prove such negligence shall be on the shipper, except where arrangements have been made for the packing and unpacking of such articles by the Carrier or its agent. No carrier shall be held liable for the internal malfunction of any computerized, electrical or mechanical item or piece of equipment, whether or not such articles are packed, unpacked, or packed and unpacked by the Shipper or his agent or Carrier or its agents. No Carrier shall be liable for damage to or loss of contents of places of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for Carrier's inspection and then only for such articles as are specifically listed by the Shipper and receipted for by the Carrier or its agent.

(c) No Carrier shall be liable for delay caused by obstructions, faulty or impassable highways, lack of capacity of any highway, bridge, ferry, or caused by breakdown, or mechanical defect of vehicles or equipment.

(d) Carrier's liability shall be that of a warehouseman, only, for loss, damage or delay caused by fire occurring after the arrival of the Property at destination or at the port of export and tender of delivery of the Property to the party entitled to receive it has been made. Except in case of negligence of the Carrier, Carrier shall not be liable for loss, damage, or delay occurring while the Property is stopped and held or stored in transit on the request of the Shipper, owner, or party entitled to make such request, whether such request was made before or after Carrier came into possession of the Property.

Sec. 2 (a) No Carrier is bound to transport the property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every Carrier shall have the right in case of physical necessity to forward the Property by any Carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the Shipper or as been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value less charges shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

(b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering Carrier, or Carrier's suing this proposal for service and bill of lading, or Carrier in possession of the Property when the loss, damage, injury, or delay occurred, within 10 days after delivery of the Property; and suits shall be instituted against any Carrier only within two years and on day from the day when notice in writing is given by the Carrier to the claimant that the Carrier has disallowed by claim of any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted in accordance with the foregoing provisions, no Carrier hereunder shall be liable.

(c) Any Carrier or party liable on account of loss or damage to any of the Property shall have the full benefit of any insurance that may have been effected upon or on account of the Property so long as this shall not avoid the policies or contracts of insurance; provided that the Carrier reimbursed the claimant for the premium paid thereon.

Sec. 3 Except where such service is required as the result of Carrier's negligence, all Property shall be subject to necessary cooperage, packing and repacking at owner's cost.

Sec. 4 (a) Carrier shall have the right to retain possession of any Property transported by it and to take and place the same in storage at the charge and expense of the Shipper, until all tariff rates and charges thereon have been paid in cash, money order or certified check. Nothing herein shall limit the right of Carrier to require, at a time of or before shipment, the prepayment in part or in full or guarantee of the charges.

(b) Property not received by the party entitled to receive it after appropriate notice, may be kept in vehicle, warehouse or place of business of the Carrier, subject to all lawful charges and to Carrier's responsibility as warehouseman only, or at the option of the Carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points at the cost of the owner, and there held without liability on the part of the Carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the Consignee cannot be found at the address given on the bill of lading for notification, the Carrier shall be discharged from liability upon sending a notice to Shipper showing the warehouse in which such Property has been placed, subject to the provisions of this paragraph.

Sec. 5 (a) Where Carrier is directed to take Property from a place or places at which the Consignor or his agent is not present, the Property shall be at the risk of the owner before loading.

(b) Where Carrier is directed to unload or deliver Property at a place or places at which the Consignee or its agent is not present, the Property shall be at the risk of the owner after unloading or delivery.

Sec. 6 No Carrier will carry or be liable in any way for any documents, specie, or for any article of extraordinary value unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 7 Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shall be liable for any indemnify Carrier against all loss or damage caused by such goods and Carrier will not be liable for safe delivery of the shipment.

Sec. 8 The owner or Consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said Property. No Carrier shall deliver or relinquish possession at destination of the Property until all tariff and charges thereon have been paid. Consignor shall also be liable for the advances, tariff charges, packing, storage, and all other lawful charges, except as otherwise agreed in writing. The beneficial owner shall also be liable for all charges due to Carrier where not paid by Consignor or Consignee. If the Consignor or Consignee has given to the Carrier erroneous information as to the identity of the beneficial owner, such Consignor or Consignee shall be liable for such additional charges and any attorney's fees incurred by Carrier as a result of this disclosure. Nothing herein shall limit the right of the Carrier to require, at the time of shipment, the prepayment of the charges, if upon inspection it is ascertained that the articles shipped are not those described herein, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 9 If this proposal for service and bill of lading is issued on the order of the Shipper or his agent, in exchange or in substitution for another proposal for service and bill of lading, the Shipper's signature to the prior proposal for service and bill of lading as to the statement of the value or otherwise or election of liability, in or in connection with such prior proposal for service and bill of lading, shall be considered a part of this proposal for service and bill of lading as fully as if the same were written or made in or in connection with this proposal for service and bill of lading.

Sec. 10 Any alteration in this proposal for service and bill of lading made without the special notation hereon of the Carrier shall be without effect, and this document shall be enforceable according to its original tenor.